

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:)	CHAPTER 13
)	
TOM ALEX THOMPSON, JR.)	CASE NO.: 17-64990-WLH
)	
DEBTOR.)	

APPLICATION FOR APPROVAL OF EMPLOYMENT OF SPECIAL COUNSEL

COMES NOW, TOM ALEX THOMPSON, JR. ("Debtor") in the above-styled matter and makes this application for employment of professional person under 11 U.S.C. §327.

1.

On August 28, 2017, the Debtor filed a Petition herein under Chapter 13 of the Bankruptcy Code.

2.

Debtor requires the services of an attorney to help him with post-divorce related proceedings, including but not limited to:

- a) Providing Debtor with legal and counseling services regarding the post-divorce matters;
- b) Preparing on behalf of the Debtor the necessary applications, pleadings, forms, motions, answers, orders, and other legal papers pursuant to the post-divorce matters;
- c) Preparing on behalf of the Debtor the necessary applications, pleadings, forms, motions, and other legal papers necessary to have his ex-wife's interest in the property located at 3110 Clearwater Drive Douglasville, GA 30135 transferred to Debtor and to seek reimbursement of funds in the approximate amount of \$30,000.00 from Debtor's ex-wife; and
- c) Performing all other related legal services for Debtor which may be reasonably necessary in connection with the post-divorce matters.

3.

Debtor has employed Amanda J. McGowan, Esq. of The McGowan Law Firm, LLC (“Counsel”) under a contract for services, with all compensation paid to them subject to approval by this Court. The attorney client agreement between Debtor and Counsel is attached hereto as Exhibit “A.” The approval of the employment of Amanda J. McGowan, Esq. as Special Counsel would be in the best interest of the Debtor’s bankruptcy estate.

4.

Counsel has no adverse interest with the Debtor, any creditor or any other party in interest herein, the United States Trustee, the Chapter 13 Trustee, or any person employed in the office of the Chapter 13 Trustee, and she represents no interest adverse to the Debtor with respect to any matter on which she is employed by Debtor. The Affidavit of Amanda J. McGowan, Esq. is attached hereto as Exhibit “B.”

5.

All creditors have been served with a copy of this application by first class mail on the 7th day of December, 2017. Creditors are hereby notified that any objection to this application must be filed within twenty-one (21) days after service, exclusive of the day of service, and a copy of same must be served on the Debtor. In the event that no response is timely filed and served, then the Bankruptcy Court may enter an order granting the relief sought.

6.

WHEREFORE, Debtor prays that the Court approve the Debtor’s employment of Amanda J. McGowan, Esq. of The McGowan Law Firm, LLC as Special Counsel in his post-divorce matters, with all compensation to be paid being subject to Court approval, and that Counsel have such other and further relief as is just and proper.

Respectfully submitted,

/s/

Howard Slomka
Georgia Bar # 652875
Slipakoff & Slomka, P.C.
Attorney for Debtor
Overlook III
2859 Paces Ferry Rd., SE
Suite 1700
Atlanta, GA 30339

EXHIBIT A

The McGowan Law Firm

The McGowan Law Firm
1040 West Marietta St NW
Atlanta, GA 30318
(770) 975-2274

Mr. Tom Thompson

Thank you for retaining me to represent you regarding your Partition of Real Property. The ethics rules governing lawyers encourage lawyers to explain to a client, in writing, both the financial aspects of the attorney-client relationship, and the responsibilities and expectations of both parties to the relationship. Please examine this agreement carefully and let me know immediately if you have any questions or concerns. No work will be performed on your matter and no attorney-client relationship is established until you have signed and returned this agreement.

1. Who will work on your matter. I will be the attorney responsible for your matter. For efficiency purposes, I may delegate work to other lawyers or legal assistants.

2. Payments and billing statements. Payment for this matter has already been completed. No further payment is due.

Expenses: You will pay the actual, reasonable cost of the following expense items if incurred in accordance with the guidelines below and promptly itemized in my monthly bill:

- Reimbursable expenses: Actual cost for necessary overnight or expedited delivery, couriers, postage, court fees, and other expenses approved in advance by you or as listed below:
 - Filing and Service of Process Fees: You will pay the cost of filing any case in a court; including, but not limited to, filing fees and fees for service of process.
 - Transcripts: Transcripts will be ordered for any deposition, hearing, or trial in this matter. Transcripts will not be ordered on an expedited basis unless necessary and approved in advance by you.
 - Travel: Travel expenses within the Atlanta metropolitan area will not be reimbursed. Travel outside the metropolitan area may only be reimbursed if the travel was approved in advance by you. Reimbursable travel expenses are the cost of transportation by the least expensive practicable means (e.g., coach class air travel, rail travel to nearby destinations), the cost of reasonable hotel accommodations, and the cost of transportation while out of town (e.g., by cab or rental car, whichever seems reasonable, at the lowest available rate).
 - Copying Expenses: You will be responsible for paying a fee of \$0.15 per page for any copies made on your behalf.
- Non-reimbursable expenses: The following expenses will in no event be reimbursable, unless specifically agreed to in advance in a writing signed by you:
 - Meals, overtime, word processing or computer charges, personal expenses, expenses that benefited other clients, expenses for books, temporary employees, periodicals or other library materials, clerical expenses, stationery and other supply expenses, utilities, and any other expense that is either unreasonable or unnecessary.
- Overhead not charged: You will not pay for any "expense" items that are in fact part of my overhead which will be included within my fee.
- Expenses passed through at actual cost: You will not pay any markup for expenses. You will only reimburse me for my actual cost.

Sometimes it is advantageous to your matter for you to retain an expert witness. An expert witness will be retained only after discussing with you why it would be helpful to your matter and what the cost will be. I will forward invoices from expert witnesses directly to you for payment. Failure to pay the expert witness will result in the expert's refusal to perform any work on your matter and may severely prejudice the success of your matter.

3. What you expect from me. I will work diligently on your matter and will keep you informed regarding the progress of your matter. I will make available to you copies of all correspondence sent on your behalf, copies of all pleadings and other documents filed on your behalf and copies of all documents received from opposing/interested parties.

I cannot guarantee the outcome of your matter. I will advise you of the recommended technical and legal tactical issues as they arise so that you may continue to evaluate whether and how you wish to continue the legal representation. However, lawyers are subject to independent ethical obligations and a lawyer is not obligated to pursue objectives or employ means simply because you may wish that the lawyer do so, especially if the lawyer would be violating another duty by pursuing the requested action.

Generally, the information you give to me is subject to the attorney-client privilege. However, lawyers are under an independent ethical duty to reveal privileged information, such as illegal or fraudulent acts committed by clients in the course of the attorney-client relationship, the intention of the client to commit a crime or when the lawyer is required to divulge the information by law or court order.

4. What I expect from you. In order for a lawyer-client relationship to work effectively, you must be truthful in all discussions with me, even if, and especially when, you think the information is hurtful to you and your case. In order to help you, I need to have all information in a timely manner. If I am missing part of the picture, I cannot effectively represent you.

5. Files and Records. All of your original client materials will be returned to you, or you will have an opportunity to retrieve your original client materials, immediately upon the conclusion of the representation. If you do not pick up your original client materials within 12 months of receiving the notice that they are available, they may be destroyed without further notice to you. If any notification is sent to you, it will be to the last current address I have on file for you.

You may obtain a copy of your file, not including the attorneys' and legal assistants' personal notes and memoranda, at a charge of \$0.15 per page.

The Attorney has the right to maintain the Client's closed file electronically, only, and to shred the hard copies of the documents in the Client's file at the time the Client's case is closed and any time after the file has been successfully scanned and electronically stored in at least 2 separate physical locations.

7. Discontinuing the Representation/Withdrawing from the Representation. You have the right to discontinue my services at any time. However, in a litigation matter, your desire to obtain a new attorney is subject to court approval. The court may not grant the substitution of counsel or agree to delay the proceeding to provide you time to obtain a new attorney.

The Attorney reserves the right to withdraw from this representation at any time. Termination of services does not affect your responsibility to pay for the legal services rendered and the costs incurred up to the date of termination.

8. Appeals and other related proceedings. This representation is limited to your Partition of Real Property, and does not include representing you in any appeal or other proceedings. A separate retainer agreement must be entered into if you wish for me to represent you in an appeal or other related proceedings. I reserve the right to decline future requests for representation without explanation.

9. Court awarded fees. If the court should order payment of attorneys' fees by a third party, the court

awarded fees will first be applied to any outstanding bill for fees you have with me.

I appreciate the opportunity to be your representative in this important matter and I look forward to working with you.

Tom A. Thompson Jr.

Client Signature

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:) CHAPTER 13
)
TOM ALEX THOMPSON, JR.) CASE NO.: 17-64990-WLH
)
DEBTOR.)

AFFIDAVIT OF AMANDA J. MCGOWAN

Personally appeared before me, the undersigned officer, duly authorized by law to administer oaths, AMANDA J. MCGOWAN, who, having been duly sworn, states as follows:

1.
I am over 18 years of age. I am an attorney in good standing and licensed to practice under the State Bar of Georgia.

2.
I have represented clients in family law matters for over 10 years.

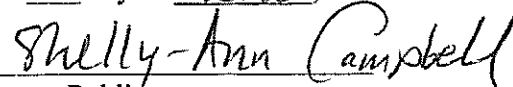
3.
I am an attorney with The McGowan Law Firm, LLC and this firm was retained by TOM ALEX THOMPSON, JR. to represent him in certain family law/divorce related actions. This firm is not representing TOM ALEX THOMPSON, JR. in any other matters.

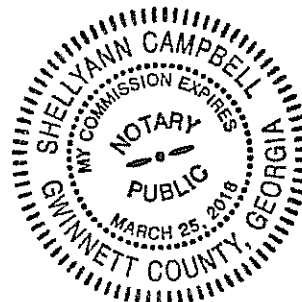
Further Affiant sayeth naught.

In witness whereof, the affiant has affixed her hand and seal, on this 8 day of ^{November}~~October~~, 2017.


Affiant: AMANDA J. MCGOWAN

Sworn to and subscribed before me,
the undersigned officer authorized by law to administer oaths,
this 8 day of November, 2017.


Notary Public
My commission expires: 3/25/18



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**NOTICE OF REQUIREMENT OF RESPONSE TO APPLICATION FOR APPROVAL OF
EMPLOYMENT OF SPECIAL COUNSEL**

Notice is hereby given that an Application for Approval of Employment of Special Counsel on exempt property pursuant to 11 U.S.C. § 522 has been filed in the above styled action on or about the 7th day of December, 2017. Notice is further given that, pursuant to Local Rule BLR 6008-1 N.D.G.A., [BLR 755-2], the respondent shall file a response to the Application for Approval of Employment of Special Counsel within twenty-one (21) days after service, exclusive of the day of service, and serve a copy on Debtor. In the event that no response is time filed and served, the Application for Approval of Employment of Special Counsel will be deemed unopposed and the Bankruptcy Court shall enter an order granting the employment of special counsel. In the event that the Application for Approval of Employment of Special Counsel is timely controverted, the Bankruptcy Court may schedule a hearing on notice to the Debtor, respondent or order such other proceedings as may be appropriate.

Dated and served this 7th day of December, 2017.

/s/ _____

Howard Slomka
Georgia Bar # 652875
Slipakoff & Slomka, P.C.
Attorney for Debtor
Overlook III
2859 Paces Ferry Rd., SE, Suite 1700
Atlanta, GA 30339

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IN RE:) CHAPTER 13
)
TOM ALEX THOMPSON, JR.) CASE NO.: 17-64990-WLH
)
DEBTOR.)

CERTIFICATE OF SERVICE

This is to certify that I have this day served a copy of the within and foregoing Application for Approval of Employment of Special Counsel and Notice of Requirement of Response Application for Approval of Employment of Special Counsel to in the above styled case by depositing same in the United States mail with the adequate postage affixed thereto to insure delivery addressed as follows:

Nancy J Whaley (served via ECF)
Suite 120
303 Peachtree Center Avenue
Atlanta, GA 30303

Tom Alex Thompson, Jr.
5206 Cavalier Crossing
Lithonia, GA 30038

The McGowan Law Firm, LLC
c/o Amanda J. McGowan
1040 West Marietta St., NW
Atlanta, GA 30318

SEE ATTACHED FOR ADDITIONAL CREDITORS

DATED: December 7, 2017

/s/
Howard Slomka
Georgia Bar # 652875
Slipakoff & Slomka, P.C.
Attorney for Debtor
Overlook III
2859 Paces Ferry Rd., SE
Suite 1700
Atlanta, GA 30339

Label Matrix for local noticing
113E-1
Case 17-64990-wlh
Northern District of Georgia
Atlanta
Thu Dec 7 13:55:19 EST 2017

Americredit Financial Services, Inc., dba GM
PO Box 183853
Arlington, TX 76096-3853

(p)AMERICREDIT FINANCIAL SERVICES DBA GM FINAN
PO BOX 183853
ARLINGTON TX 76096-3853

American Express
PO Box 981537
El Paso, TX 79998-1537

Bank of America, N.A.
P O Box 982284
El Paso, TX 79998-2284

(p)BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Best Buy
PO Box 30253
Salt Lake City, UT 84130-0253

Heather D. Bock
McCalla Raymer Leibert Pierce LLC
1544 Old Alabama Road
Roswell, GA 30076-2102

(p)CAPITAL ONE
PO BOX 30285
SALT LAKE CITY UT 84130-0285

Compass Bank
2009 Beltline Parkway
Decatur, AL 35601-6277

Creekside Crossing
c/o Milestone Management
100 Cavalier Crossing
Lithonia, GA 30038-5316

Department Stores National Bank
c/o Quantum3 Group LLC
PO Box 657
Kirkland, WA 98083-0657

Dsnb Macys
Po Box 8218
Mason, OH 45040-8218

Exxmbiciti
Po Box 6497
Sioux Falls, SD 57117-6497

Fia Cs
Po Box 982238
El Paso, TX 79998-2238

First National Bank of Omaha
1620 Dodge St., Stop Code 3105
Omaha, NE 68197-0002

Fnb Omaha
Po Box 3412
Omaha, NE 68103-0412

(p)FORD MOTOR CREDIT COMPANY
P O BOX 62180
COLORADO SPRINGS CO 80962-2180

Frd Motor Cr
Po Box Box 542000
Omaha, NE 68154-8000

(p)GEORGIA DEPARTMENT OF REVENUE
COMPLIANCE DIVISION
ARCS BANKRUPTCY
1800 CENTURY BLVD NE SUITE 9100
ATLANTA GA 30345-3202

Gm Financial
Po Box 181145
Arlington, TX 76096-1145

Internal Revenue Service
401 West Peachtree Street, NW
Stop 334-D Room 400
Atlanta, GA 30308-3510

A. Michelle Hart Ippoliti
McCalla Raymer Liebert Pierce, LLC
1544 Old Alabama Road
Roswell, GA 30076-2102

Lacora Bynum
3013 Nash Place, SE
Washington DC 20020-3640

Lakeview Loan Servicing, LLC
M & T Bank
Bankruptcy Department
P.O. Box 840
Buffalo, NY 14240-0840

Laredia Thompson
3110 Clearwater Drive
Douglasville, GA 30135-2955

Laredia Thompson
c o Camp Law Offices, PC
7274 W Bankhead Hwy
Douglasville GA 30134-1643

Ronald A. Levine
Levine & Block, LLC
P.O. Box 422148
Atlanta, GA 30342-9148

(p)M&T BANK
LEGAL DOCUMENT PROCESSING
1100 WHERLE DRIVE
WILLIAMSVILLE NY 14221-7748

Michael Todd Camp
Camp Law Offices PC
7274 W Bankhead Hwy
Douglasville, GA 30134-1643

Ocwen Loan Servicing L
1661 Worthington Rd
West Palm Beach, FL 33409-6493

OneMain
PO Box 3251
Evansville, IN 47731-3251

Onemain
Po Box 1010
Evansville, IN 47706-1010

PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

(p)PORTFOLIO RECOVERY ASSOCIATES LLC
PO BOX 41067
NORFOLK VA 23541-1067

Republic Finance
2020 Eastside Dr Ste 204
Conyers, GA 30013-1955

(p)REPUBLIC FINANCE LLC
1140 ROMA AVE
HAMMOND LA 70403-5464

Joshua M. Ryden
Aldridge Pite, LLP
Fifteen Piedmont Center
3575 Piedmont Rd NE Suite 500
Atlanta, GA 30305-1636

Howard P. Slomka
Slipakoff & Slomka, PC
Overlook III - Suite 1700
2859 Paces Ferry Rd, SE
Atlanta, GA 30339-6213

Synch/care Credit
950 Forrer Blvd
Kettering, OH 45420-1469

Synch/walmart Dc
Po Box 965024
Orlando, FL 32896-5024

Synchrony Bank
c/o PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

Tom Alex Thompson Jr.
5206 Cavalier Crossing
Lithonia, GA 30038-5338

U. S. Attorney
600 Richard B. Russell Bldg.
75 Ted Turner Drive, SW
Atlanta GA 30303-3315

Usaa Savings Bank
Po Box 47504
San Antonio, TX 78265

Nancy J. Whaley
Nancy J. Whaley, Standing Ch. 13 Trustee
303 Peachtree Center Avenue
Suite 120, Suntrust Garden Plaza
Atlanta, GA 30303-1216

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

AmeriCredit Financial Services, Inc.
dba GM Financial
P O Box 183853
Arlington, TX 76096

(d)AmeriCredit Financial Services, Inc.
dba GM Financial
PO Box 183853
Arlington, TX 76096

Bankamerica
Po Box 982238
El Paso, TX 79998

Capital One
15000 Capital One Dr
Richmond, VA 23238

Ford Motor Credit Company, LLC
Drawer 55-953
P.O. Box 55000
Detroit, MI 48255-0953

Georgia Department of Revenue
Bankruptcy Division
Post Office Box 161108
Atlanta, GA 30321

M & T Bank
1 Fountain Plz
Buffalo, NY 14203

Portfolio Recovery Associates, LLC
POB 41067
Norfolk VA 23541

Republic Finance, LLC
1140 Roma Avenue
Hammond, LA 70403

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Ford Motor Credit Company, LLC, A Delaware

(u)Lakeview Loan Servicing, LLC

(u)M & T Bank

(u)Ocwen Loan Servicing, LLC

End of Label Matrix

Mailable recipients 45

Bypassed recipients 4

Total 49